



# **SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT**

## **JUVENILE DEPENDENCY RFP February 4, 2011 Bidders' Conference**

### **Q & A**

1. **Q:** Attorney Eddie Schrock indicated the case number amounts stated in the Request for Proposal were inaccurate.  
**A:** He was advised by Court Executive Officer Kerri Keenan that the numbers we used were provided by defense counsel and increased by 10%.
2. **Q:** What if the actual case number amounts are substantially more than what is indicated in the RFP? Will the funding amount change?  
**A:** If that is the case, the new numbers will be run into the funding formula/model and a new amount will be negotiated. Current limit in RFP may not be final.
3. **Q:** What is footnote 2 on attachment D?  
**A:** A typographical error.
4. **Q:** Primary vs. Tertiary conflict. Does tertiary conflict refer to conflicts for cases currently assigned to private counsel?  
**A:** Private Counsel does handle tertiary conflicts, as do the county offices. All conflicts will have to be resolved by the contractor. This takes the burden off the Court to find additional counsel for conflicts
5. **Q:** What are the ramifications for error in numbers for bid on lot 3?  
**A:** See answer to #2.
6. **Q:** If no one bids on the whole lot, meaning lot 3, would the court enter into an agreement for one lot only?  
**A:** Yes. This instance would not render the entire process moot. We would enter into one lot agreement and proceed with our alternate plans if necessary.
7. **Q:** Attachment A, Section 7, #B regarding insurance requirements. If a bidder rents an office and is covered by the building owner, is that sufficient for liability insurance, or is renters insurance necessary?  
**A:** The court needs to be indemnified against any claim relating to the contractor's business property. If the landlord of the property includes the court as an additional named insured party, that would be sufficient.
8. **Q:** Will the equipment such as computers belong to the contractor or the Court?  
**A:** They will belong to the contractor.

9. **Q:** Regarding financial responsibility, page 13 of 16, section 5.6.9 – Financial Statement and Contract. What type of “statement that proposer is financially capable” is required? A line of credit?  
**A:** No documentation is required. This provision informs the bidder that the contractor needs to be financially capable of bearing the contract costs for the first 45 days.
10. **Q:** Is the bidder in a position to make a counter proposal? Can the bidder counter propose for the court to front 45 days worth of money and hold it in an account?  
**A:** A bidder may submit a bid with a counter proposal for this item, but that would make the bid much less attractive than another bid. Funding is distributed on a reimbursement basis. Work completed in July is billed to the Court by August 15<sup>th</sup> and it may take the Court up to thirty days to process the payment. Exceptions for when there is no state budget are outlined in the RFP (see item 5.6.9 and Attachment A item 9).
11. **Q:** When would start up money be received? July 1, August 1?  
**A:** This is not a separate source of funding. The expenses for ‘start-up’ would be part of the cost of the contract and would be part of the contractual monthly payments. The Court, in its discretion, may advance a portion of the contract amount for ‘start-up’ costs. Any request for an advance or supplemental funding must be made to the CEO in writing and as part of the contract negotiations.
12. **Q:** Regarding the manner of payment, does one invoice equal 1/12 of the expense of the yearly budget?  
**A:** Yes.  
**Q:** Will the umbrella organization receive payment and then pay their independent contractors?  
**A:** Yes.
13. **Q:** Keeping previous counsel – is the money to pay previous counsel going to come out of this budget?  
**A:** It is anticipated that only a minimal number of cases would be ordered to remain with current counsel and those would not affect the contract amount. However, if there is a significant volume of cases ordered to remain with current counsel, question #2 above would apply.
14. **Q:** On July 1, 2011, do all counsel just turn over cases to new attorneys?  
**A:** All counsel should file substitutions of attorney prior to 7/1 and notice their clients. The Court intends to facilitate the transfer of case files. Current counsel will be asked to deliver all original open case files to a Court office (to be determined) to be logged and the new Contractor will pick them up from the Court. Obviously, there will be logistical problems that will arise and will need to be resolved.
15. **Q:** Would bidder be responsible for paying for papers or other expenses involved in acquiring files/cases from other counsel for 7/1 transition?  
**A:** If there is an expense of this nature, it may be considered part of the ‘start-up’ budget and the answer to question #11 above would apply. The Court cannot speak for the attorneys or county offices as to whether fees will be charged for preparing files to be transferred. With the Court involved and facilitating the transition as

expressed in the answer to question #14 above, the costs of logging and transporting the files should be minimal. If current counsel wishes to retain a copy of the file for their records, current counsel should bear the expense of making a copy for them to keep.

16. **Q:** When do attorneys need to be available for questions and consultations during this process?

**A:** Bidders should be generally available during the entire process so if we have questions about their proposal we can get in touch with them. However, we'll work with bidders. Bidders don't need to cancel vacations or anything like that.

17. **Q:** Since there are only five of us here, are we the only ones who can submit bids?

**A:** Yes.

**Q:** Are you going to hold another bidders' conference?

**A:** No.

18. **Q:** Is the Court going to initiate another RFP?

**A:** Not at this time, but the Court can enter into agreements with private counsel. The RFP process is a 'best practice' and not an exclusive means of entering a contract. If there are no acceptable bids, the Court can approach attorneys or pursue other options to provide dependency counsel.

19. **Q:** Are any other rural counties doing an RFP?

**A:** Yes. Marin, Trinity, Imperial, as well as more urban counties like San Diego and Sacramento.

20. **Q:** In the Budget Templates there is an item for out-of-court interpreters. Could this be for out-of-county witnesses? Would we list these when we actually incur these expenses?

**A:** Yes. The items listed in that template are part of the contract and the contractor will need to pay those expenses out of the contract funds. If there are extraordinary expenses for travel relating to a child placed outside of Humboldt County, the Expense Claim form must be completed and submitted along with the monthly invoice. When approved, that extraordinary expense claim will be paid out of the additional funds set aside for that purpose (see RFP Attachment B item 2).

21. **Q:** If the \$5,600 in reimbursable expenses is spent before the end of the year, is that all the money available for these expenses?

**A:** Yes. Unless otherwise negotiated, the amounts listed in the RFP Attachment B item 2 will be the maximum allowable extraordinary expense reimbursement. Anything beyond those amounts incurred by the contractor will be the responsibility of the contractor. In an extreme circumstance and if the Court has discretionary funds available, the CEO may consider supplementing extraordinary expenses beyond the funds set aside for that purpose on a one-time basis if needed. A request for such supplemental funding would need to be made to the CEO in writing.

22. **Q:** Do the out-of-court interpreters need to be certified?

**A:** No. Services need to be sufficient for the contractor to adequately communicate with the client.

**23. Q:** Are the out-of-court interpreters covered in item 20 above or do they come out of the 1/12 per month budget?

**A:** Expenses for out-of-court interpretation is included as part of the contract amount as explained in the answer to Question #20 above.

**24. Q:** If a potential attorney is already a certified provider, do bidders need to attach that attorney's resume?

**A:** If an attorney is already on the Court's listing of approved certified providers, they need to be identified in the submission, but the bid would not need to include a resume for that individual.